GMR
MARKETING
Gary H. Reynolds & Associates, Inc.

March 29, 1996

Ms. Rani Salehi-Marketing Director
Avenue C
120 Boylston Place
Bosotn, MA 02116

Re: **PARLIAMENT Green Zone '96**

Dear Rani:

In confirmation of our discussions, the **PARLIAMENT Green Zone '96 Program** (the "Program") will be conducted at Avenue C (the "Club") on:

Dates	Times
Friday, May 10	10:00pm to 2:00am
Friday, May 17	10:00pm to 2:00am

1. Responsibilities

(A) In connection with the Green Zone, Avenue C will:

(a) Provide cigarette sales throughout the period of the program.

(i) Purchase sufficient quantities of Parliament Lights & Parliament Menthol Lights as determined by GMR Marketing from a certified wholesaler for the purpose of selling Parliament Lights & Parliament Menthol Lights for the price of $1 per pack for the duration of the program via over the counter sales during all of the promotional hours listed above.

(ii) Provide GMR Marketing with a nightly report of the number of packs sold during promotional hours.

(iii) Provide GMR Marketing with a copy of all wholesale order invoices for the purpose of reimbursing the club the differences of the wholesale price per pack and the sale price of $1 per pack.

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(b) Provide primary signage & lighting opportunities within the club, which will include:

(i) An area at the entrance to the club at which **PARLIAMENT** banners and lighting technologies will be placed.
(ii) Premium areas throughout the club while the Green Zone is there.
(iii) Placement of permanent point of sale piece.

(c) Provide placement of the **PARLIAMENT** Green Zone table near entrance or another highly visible area. Subject to approval of GMR.

(d) Designate the above mentioned dates as exclusive **PARLIAMENT** promotion nights. No other sponsored promotions will be conducted during the stated hours, without the express written consent of GMR.

(e) Ensure that club personnel, who are 21 years of age or older, to include bar and waitstaff, will wear **PARLIAMENT** identified clothing during promotional hours.

(f) Instruct Band and/or DJ to work with **PARLIAMENT** Green Zone Supervisor.

(g) Utilize all bar materials that GMR provides, specifically brew cups, beverage napkins and ashtrays.

(B) In connection with the Program, GMR will:

(a) Identify customers who are smokers and 21 years of age or older with wristbands. Those customers will become eligible for special promotional considerations at the club.

(b) Provide club with bar items including cups, coasters, ashtrays, napkins, message boards and bar organizers.

(c) Provide bar and waitstaff, 21 years of age and older, with **PARLIAMENT** identified clothing to wear during promotional hours.

(d) Provide promotional merchandise for distribution to smokers 21 years of age and older through green scene game. Merchandise to include t-shirts, lighters and dog tags. High ticket items will be raffled off each weekend (eg: bikes & rollerblades).

(e) Provide a cigarette person to sell Parliament Lights at a discounted rate during promotional hours.

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(f) Provide lighters to consumers who have identified themselves as smokers and have purchased 2 or more packs of Parliament Lights.

(g) Provide sponsorship during Parliament promotional hours.

(h) Provide Party Patrol personnel to manage the Green Zone promotional activities.

(i) Provide postcard photo machine and staff to operate. (if applicable)

(j) Provide Polaroid photographs free of charge to wristbanded patrons, except during postcard program hours.

2. Sponsorship Payment

For the rights and the permissions granted under this Agreement, GMR will pay the club a total of $1,500.00 (One thousand five hundred dollars) of which $750.00 (Seven hundred fifty dollars) will be paid within 10 days of complete execution of this Agreement and submission of an invoice. The balance of $750.00 (Seven hundred fifty dollars) will be paid upon program completion and submission of an additional invoice.

3. Term and Termination

The term of this Agreement will commence as of the signing by both parties and will continue through May 20, 1996. GMR may terminate the Agreement without cause on seven days advance written notice to the club. If GMR terminates the Agreement, GMR will have no liability or payment obligation to the club after the effective date of the notice of termination, with the exception of payments due for promotions satisfactorily executed prior to the notice of termination.

4. Program Materials

(a) GMR will supply or have the right to approve or reject, in advance, all Program materials, including advertising, press releases, tickets, flyers, signs and other promotional materials used at or in connection with the Program and the manner of their use. GMR will provide all **PARLIAMENT** artwork, banners, signs, promotional materials, staff and distribution uniforms. No materials furnished by GMR will be changed without the prior written approval of an authorized GMR representative. The Club will not sell or allow to be sold any items at the Program without the prior written approval of GMR.

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5. Confidentiality

The club, its employees and agents will hold strictly confidential all information and materials provided by GMR to the club or created by the club in performing the Agreement. The club will not use or disclose the information and materials to third parties without the written consent of an authorized representative of GMR. Upon termination or expiration of the Agreement, or within thirty days thereafter, the club will return all materials to GMR. The club obligation to maintain the confidentiality of all information obtained from GMR will survive the termination of the Agreement.

6. Exclusivity

During the term of the Program, the club will not engage in the activities contemplated in the Agreement or similar activities in connection with cigarettes or tobacco products of any other company or entity without prior written consent of GMR, which will not be unreasonably withheld.

7. Indemnity

The club indemnifies and holds harmless GMR and Philip Morris incorporated from all claims, liabilities, costs and expenses, including reasonable attorneys' fees, that arise from or may be attributable to any error, omission or fault of the club.

8. Insurance

Not less than 5 days prior to the beginning of the Program, the club will provide GMR with certificates of insurance and if requested by GMR, copies of the underlying policies relating to the certificates, issued by insurers acceptable to GMR and Philip Morris and evidencing comprehensive general liability and host liquor liability in an amount suitable to GMR and Philip Morris. The certificates of insurance must name Gary M. Reynolds & Associates, Inc. and Philip Morris Incorporated as additional insureds. The insurance will be maintained by the club throughout the term of the Agreement.

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If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by executing the enclosed copies of this letter and returning one countersigned copy to me.

Very truly yours,

GARY M. REYNOLDS & ASSOCIATES, INC.

BY: Gary M. Reynolds
Gary M. Reynolds

Title: President

DATE: 4-12-96

ACCEPTED AND AGREED AS OF THE DATE OF THIS LETTER:

AVENUE C

By: Rami D. Salehi

Title: Marketing Director

Filing Status: Ltm. Partnership

Taxpayer ID Number: 04-3108960

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